

i. To minimize risk of cross-pollination, GROWER agrees that he will not plant the SEEDSeed within 50 feet of any transgenic or GMO (genetically modified organism) corn; and GROWER further agrees to certify his compliance with this provision.

j. For purposes of this agreement, "transgenic or GMO (genetically modified organism) corn" refers to a crop produced from seed containing DNA from another organism; e.g., Bt-derived insect resistance, Roundup Ready® or Liberty Link® herbicide resistance, etc.

## 2. DELIVERY AND STORAGE

a. Delivery is BUYER'S CALL. GROWER shall deliver the dried OPTIMUM Grain to ELEVATOR with transportation costs paid by the GROWER. For OPTIMUM Grain redirected by Optimum to another facility, that receiving location on behalf of Optimum will pay additional transportation costs for one way distances of 5 miles or greater.

b. The delivery period(s) shall be the following:

	Start Date	End Date	Acres
Jan 01 - Mar 01	1/1/01	3/31/01	2000

The ELEVATOR will provide a minimum of one week pre-notice of the requested delivery date.

c. GROWER must get written permission from ELEVATOR to change delivery period. In the event of a delay in the designated delivery period caused by ELEVATOR or Optimum, GROWER will be compensated on all priced bushels at a rate of \$0.0007 cent per bushel per day from the last day of the delivery period indicated above until the OPTIMUM Grain is called. All OPTIMUM Grain must be delivered no later than August 31, 2001.

d. GROWER shall not allow or cause any liens or security interests to be placed on the OPTIMUM Grain that would prevent the unencumbered delivery of the OPTIMUM High Oleic High Oil Corn grain or that conveys ownership of the crop to anyone other than the GROWER, the ELEVATOR or Optimum.

## 3. PHYSICAL QUALITY SPECIFICATIONS

OPTIMUM Grain shall meet the following specifications, or it shall be subject to the ELEVATOR'S discount schedule or rejection.

a. The specifications for OPTIMUM Grain shall be:

Moisture	15.0% Maximum
Test Weight	54.0 lbs. Minimum
BCFM	2.0% Maximum
Damage	3.0% Maximum
Aflatoxin	< 20 ppb
Odor	Cool, sweet and of merchantable quality.
Contamination	For identity preserved handling, no corn

<http://oscar.itsoptimum.com/ContractPrintBody.asp?id=JN42CE5Q&contid=200019203>

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